

EXHIBIT A

E-FILED

05-05-2023, 11:42

Scott G. Weber, Clerk
Clark County

1 Insurance Commissioner
2 ACCEPTED SOP
3 MAY 22 2023
4 TIME: 1pm

5 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
6 IN AND FOR CLARK COUNTY

7 SHERMAN CARRILLO,

8 Plaintiff,

9 v.

10 THE STANDARD FIRE INSURANCE
11 COMPANY, doing business as
12 TRAVELERS INSURANCE, a foreign
corporation doing business in Washington,

13 Defendant.

No. 23-2-01102-06

COMPLAINT FOR RELIEF AND
DAMAGES FOR BREACH OF
CONTRACT, BREACH OF DUTY
OF GOOD FAITH, VIOLATION OF
INSURANCE FAIR CONDUCT ACT
AND VIOLATION OF CONSUMER
PROTECTION ACT

14
15 COME NOW, Plaintiff, Sherman Carrillo, by and through his attorney of record,

16 Gavin Flynn, Attorney at Law and alleges:

17 1. **IDENTIFICATION OF PARTIES**

18 1.1 Sherman Carrillo is a resident of the State of Washington at all material times.
19 1.2 The Standard Fire Insurance Company, doing business as Travelers Insurance,
20 (hereafter "Travelers Insurance"), a foreign corporation, is authorized to transact insurance
21 business in the State of Washington.

22 2. **JURISDICTION AND VENUE**

23 2.1 This court has jurisdiction of this matter as Sherman Carrillo resides in Cowlitz
24 County Washington; the defendant does business in Clark and Cowlitz County, Washington; the

25
COMPLAINT FOR RELIEF AND DAMAGES FOR
BREACH OF CONTRACT, BREACH OF DUTY OF
GOOD FAITH, VIOLATION OF INSURANCE FAIR
CONDUCT ACT AND VIOLATION OF CONSUMER
PROTECTION ACT

Page 1 of 7

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Insurance Contract between the parties was signed in Washington and all conduct alleged herein occurred in Clark County, Washington.

2.2 The cause of actions against the Defendant arose in Clark County, Washington and venue is proper herein pursuant to RCW 48.05.220.

2.3 Any other applicable claims filing requirements have been met and this action is timely commenced.

3. FACTUAL ALLEGATIONS

The Insurance Contract

3.1 Travelers Insurance does business including marketing, selling and maintaining automobile insurance policies to Washington residents.

3.2 Personal Injury Protection (“PIP”) coverage is additional coverage designed to protect an insured customer regardless of the fault of any party and covers loss of income subject to certain limits.

3.3 Travelers Insurance sold an automobile insurance policy to Sherman Carrillo and charged him an additional premium to provide PIP coverage.

3.4 Sherman Carrillo had fully paid his insurance premiums to Travelers Insurance for automobile insurance, including the additional premium for PIP coverage.

3.5 Sherman Carrillo was insured with Travelers Insurance and in good standing at all material times.

3.6 On February 2, 2022, A drunk driver negligently collided with the vehicle Sherman Carrillo was in.

**COMPLAINT FOR RELIEF AND DAMAGES FOR
BREACH OF CONTRACT, BREACH OF DUTY OF
GOOD FAITH, VIOLATION OF INSURANCE FAIR
CONDUCT ACT AND VIOLATION OF CONSUMER
PROTECTION ACT**

Page 2 of 7

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1 3.7 Sherman Carrillo was working as a Highway Maintenance worker for the State
2 of Washington on I-5 in Clark County Washington.

3 3.8 As a result of the collision, Sherman Carrillo suffered injuries and was unable to
4 work for over a year, beginning on the day of the collision, February 2, 2022.

5 3.9 The State of Washington paid Sherman Carrillo a limited amount of loss of
6 income benefits.

7 3.10 Sherman Carrillo's loss of income benefits from the State of Washington did not
8 pay for all the income he lost.

9 3.11 On March 30, 2022, Sherman Carrillo asked for a PIP application to submit a
10 request for time loss benefits.

12 3.12 On April 18, 2022, Travelers Insurance provided an application.

13 3.13 On May 6, 2022, Sherman Carrillo timely submitted a claim to Travelers
14 Insurance for the remaining loss of income, indicating to Travelers Insurance that starting
15 February 3, 2022, he hasn't been able to work.

16 3.14 To calculate Sherman Carrillo's loss of income, Travelers Insurance chose to
17 determine a weekly average using four pay periods.

19 3.15 The final pay period Travelers relied on was from February 1, 2022, until
20 February 15, 2022.

21 3.16 As Sherman Carrillo was hit on February 2, 2022, he only worked two (2) of the
22 15 days considered and didn't work for any of the other 13 days in that pay period.
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24
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1 3.17 On January 30, 2023, Sherman Carrillo contacted Travelers Insurance and asked
2 them to recalculate his income loss without using the period when he was mostly unable to
3 work.

4 3.18 Sherman Carrillo pointed out that using the correct amounts would increase his
5 income loss benefits by \$9,201.40 over the span of the time he has been out of work.

6 3.19 Sherman Carrillo told Travelers Insurance he had filed a 20-day notice of intent
7 to file suit under the Insurance Fair Conduct Act.

8 3.20 On March 30, 2023, Travelers Insurance notified Sherman Carrillo they would
9 pay an additional \$1,747.92. Travelers did not explain how they arrived at that number.

10 3.21 On March 30, 2023, Sherman Carrillo contacted Travelers Insurance and asked
11 how Travelers arrived at the new amount, what method Travelers Insurance is now using, and
12 what dates Travelers is using to come up with Sherman's calculations.

13 3.22 Travelers Insurance never responded to Sherman Carrillo's requests for an
14 explanation.

15 **4. VIOLATION OF THE INSURANCE FAIR CONDUCT ACT**

16 4.1 Sherman Carrillo re-alleges Sections 1 through 3 above as if fully set forth
17 herein.

18 4.2 Travelers unreasonably denied payment of benefits as set forth above; and

19 4.3 Sherman Carrillo was damaged; and

20 4.4 Travelers Insurance's acts or practices was a proximate cause of Sherman
21 Carrillo's damages.

1 4.5 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
2 support additional claims.

3 **5. BREACH OF CONTRACT**

4 5.1 Sherman Carrillo re-alleges Sections 1 through 3 above as if fully set forth
5 herein.

6 5.2 Travelers Insurance entered into a contract with Sherman Carrillo to pay for his
7 income loss if he lost work due to injuries from a car collision.

8 5.3 Travelers Insurance breached this contract by using unfair methods to reduce the
9 amount of income loss benefits it would pay to Sherman Carrillo.

10 5.4 Sherman Carrillo sustained damages as a result of Travelers Insurance unfair
11 methods by receiving less income loss benefits than he was entitled to.

12 5.5 Sherman Carrillo seeks a judgment against Travelers Insurance for damages in
13 an amount to be proven at trial.

14 5.6 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
15 support additional claims.

16 **6. BREACH OF COMMON LAW DUTY TO ACT IN GOOD FAITH**

17 6.1 Sherman Carrillo re-alleges paragraphs 1 through 3 above as if fully set forth
18 herein.

19 6.2 Travelers Insurance owed Sherman Carrillo a common law duty of good faith
20 when adjusting his claim.

21 6.3 Travelers Insurance has a duty to deal fairly with its insured customers.

22 6.4 Travelers Insurance breached their duty of good faith as set out above.

1 6.5 Sherman Carrillo suffered damages as a result of these breaches.

2 6.6 Travelers Insurance's actions are tortious and breach its duty of good faith,
3 causing injuries and damages in a total amount to be proven at the time of trial.

4 6.7 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
5 support additional claims.

6 **7. VIOLATION OF THE CONSUMER PROTECTION ACT**

7 7.1 Sherman Carrillo re-alleges paragraphs 1 through 3 above as if fully set forth
8 herein.

9 7.2 Travelers Insurance engaged in unfair or deceptive acts or practices when
10 investigating and processing Sherman Carrillo's PIP claim.

12 7.3 The act or practice occurred in the due conduct of Travelers Insurance's trade or
13 commerce.

14 7.4 The acts or practices affect the public interest.

15 7.5 Sherman Carrillo was injured in his property interests.

16 7.6 Travelers Insurance's acts or practices were the proximate cause of Sherman
17 Carrillo's injuries.

19 7.7 Sherman Carrillo reserves the right to amend if discovery unveils evidence to
20 support additional claims.

21 **8. RELIEF SOUGHT**

22 8.1 Sherman Carrillo seeks and is entitled to all compensatory and exemplary
23 damages for any and all injuries, harms, economic and non-economic damages, or losses.

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25
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CONDUCT ACT AND VIOLATION OF CONSUMER
PROTECTION ACT

Page 6 of 7

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8.2 Sherman Carrillo seeks and is entitled to additional damages, attorney fees, costs, expenses, prejudgment interest and other compensatory or exemplary damages as allowed under the law.

8.3 Sherman Carrillo seeks and is entitled to injunctive relief against the Travelers Insurance, restraining and prohibiting it from practicing similar acts and conduct.

WHEREFORE, Sherman Carrillo prays for damages and relief as set forth herein and for such other relief as the Court or jury may deem appropriate under the circumstances.

DATED this _____ day of July, 2023.

Gavin Flynn Attorney for Sherman Carrillo
W.S.B.A. #25781

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Page 7 of 7

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